

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

**VILLAGE MANOR, INC.,
CLEVELAND DEVELOPMENT,
INC., SOUTHEASTERN LIHTC
MANAGEMENT, INC., R. TIMOTHY
SINGLETON, SINGLETON &
ASSOCIATES, INC.,**

Plaintiffs,

vs.

**ARCH SPECIALTY INSURANCE
COMPANY, SCOTTSDALE
INSURANCE COMPANY, CHUBB
INSURANCE COMPANY, MARSH
USA, Inc.,**

Defendants.

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**Case No.:
2:08-CV-00149-MHT**

ANSWER

COMES NOW Arch Specialty Insurance Company and without waiving any issues regarding the propriety of the complaint answers the plaintiffs' complaint as follows:

1. This Defendant does not have sufficient information to admit or deny the allegations of paragraph 1 of the complaint.
2. This Defendant denies the allegations of paragraph 2 of the complaint.
3. This Defendant denies the allegations of paragraph 3 of the complaint.

4. This Defendant denies the allegations of paragraph 4 of the complaint.
5. This Defendant does not have sufficient information to admit or deny the allegations of paragraph 5 of the complaint.
6. This Defendant does not have sufficient information to admit or deny the allegations of paragraph 6 of the complaint.
7. Admitted.
8. This Defendant does not have sufficient information to admit or deny the allegations of paragraph 8 of the complaint.
9. This Defendant does not have sufficient information to admit or deny the allegations of paragraph 9 of the complaint.
10. Paragraph 10 of the complaint contains an argument of law to which no factual answer is required.
11. Paragraph 11 of the complaint contains an argument of law to which no factual answer is required.
12. This Defendant denies the allegations of paragraph 12 of the complaint.
13. This Defendant denies the allegations of paragraph 13 of the complaint.
14. This Defendant does not at this time have sufficient information to admit or deny the allegations of paragraph 14 of the complaint.
15. This Defendant does not at this time have sufficient information to admit or deny the allegations of paragraph 15 of the complaint.

16. This Defendant does not at this time have sufficient information to admit or deny the allegations of paragraph 16 of the complaint.

17. This Defendant denies the allegations of paragraph 17 of the complaint.

18. This Defendant does not at this time have sufficient information to admit or deny the allegations of paragraph 18 of the complaint.

19. This Defendant does not at this time have sufficient information to admit or deny the allegation of paragraph 19 of the complaint.

20. This Defendant denies the allegations of paragraph 20 of the complaint.

21. This Defendant does not at this time have sufficient information to admit or deny the allegations of paragraph 21 of the complaint.

22. This Defendant does not at this time have sufficient information to admit or deny the allegations of paragraph 22 of the complaint.

23. This Defendant does not at this time have sufficient information to admit or deny the allegations of paragraph 23 of the complaint.

24. This Defendant does not at this time have sufficient information to admit or deny the allegations of paragraph 24 of the complaint.

25. This Defendant does not at this time have sufficient information to admit or deny the allegations of paragraph 25 of the complaint.

26. This Defendant denies the allegations of paragraph 26 of the complaint.

27. The Defendant adopts and incorporates its previous responses to Plaintiff's allegations.

28. This Defendant does not at this time have sufficient information to admit or deny the allegations of paragraph 28 of the complaint.

29. This Defendant denies the allegations of paragraph 29 of the complaint.

30. This Defendant does not at this time have sufficient information to admit or deny the allegations of paragraph 30 of the complaint.

31. This Defendant denies the allegations of paragraph 31 of the complaint.

32. This Defendant does not at this time have sufficient information to admit or deny the allegations of paragraph 32 of the complaint.

33. This Defendant denies the allegations of paragraph 33 of the complaint.

34. This Defendant does not at this time have sufficient information to admit or deny the allegations of paragraph 34 of the complaint.

35. This Defendant does not at this time have sufficient information to admit or deny the allegations of paragraph 35 of the complaint.

36. This Defendant denies the allegations of paragraph 36 of the complaint.

37. This Defendant does not at this time have sufficient information to admit or deny the allegations of paragraph 37 of the complaint.

38. This Defendant does not at this time have sufficient information to admit or deny the allegations of paragraph 38 of the complaint.

39. This Defendant denies the allegations of paragraph 39 of the complaint.

40. This Defendant does not at this time have sufficient information to admit or deny the allegations of paragraph 40 of the complaint.

41. This Defendant does not at this time have sufficient information to admit or deny the allegations of paragraph 41 of the complaint.

42. This Defendant denies the allegations of paragraph 42 of the complaint.

43. This Defendant denies the allegations of paragraph 43 of the complaint. This Defendant further denies the Plaintiff is entitled to any judgment for compensatory damages, costs of litigation, attorney fees, or otherwise.

44. The Defendant adopts and incorporates its previous responses to Plaintiff's allegations.

45. The allegations of this paragraph are not directed against this Defendant and require no response from this Defendant.

46. The allegations of this paragraph are not directed against this Defendant and require no response from this Defendant.

47. The allegations of this paragraph are not directed against this Defendant and require no response from this Defendant.

48. The allegations of this paragraph are not directed against this Defendant and require no response from this Defendant.

The Defendant further denies the Plaintiff is entitled to any judgment for compensatory damages, costs of litigation, attorney fees, or otherwise.

49. The allegations of this paragraph require no response from this Defendant.

FIRST DEFENSE

This Defendant pleads the general issue and says that it is not guilty of the matters alleged in the Complaint.

SECOND DEFENSE

This Defendant pleads the general issue and says that the allegations of the Complaint are not true.

THIRD DEFENSE

This Defendant says that the Complaint fails to state a claim against this Defendant upon which relief can be granted.

FOURTH DEFENSE

As to the Complaint, this Defendant denies each and every material allegation of the plaintiffs' Complaint and specifically denies that the plaintiffs are entitled to recover damages from this Defendant.

FIFTH DEFENSE

This Defendant pleads estoppel.

SIXTH DEFENSE

This Defendant pleads waiver.

SEVENTH DEFENSE

This Defendant pleads ratification.

EIGHTH DEFENSE

This Defendant pleads that Plaintiffs' complaint is barred by the applicable statute of limitations.

NINETH DEFENSE

This Defendant pleads laches.

TENTH DEFENSE

This Defendant pleads that the plaintiffs have failed to mitigate their damages.

ELEVENTH DEFENSE

This Defendant pleads insufficiency of process.

TWELFTH DEFENSE

This Defendant pleads insufficiency of service of process.

THIRTEENTH DEFENSE

This Defendant pleads release.

FOURTEENTH DEFENSE

This Defendant pleads accord and satisfaction.

FIFTEENTH DEFENSE

This Defendant pleads payment.

SIXTEENTH DEFENSE

This Defendant pleads the Plaintiffs lack standing.

SEVENTEENTH DEFENSE

This Defendant pleads set off.

EIGHTEENTH DEFENSE

This Defendant pleads lack of notice.

NINETEENTH DEFENSE

This Defendant pleads failure or lack of consideration.

TWENTIETH DEFENSE

This Defendant gives notice that it intends to rely on such other defenses as may become available by law or revealed during discovery and hereby reserves its right to amend its Answer to assert such defenses.

TWENTY-FIRST DEFENSE

The complaint does not describe the facts surrounding the claim with sufficient particularity to enable this Defendant to determine all defenses that may ultimately apply to the Third Party Plaintiffs' claims. This Defendant therefore reserves the right to assert additional defenses which may later be discovered as applicable.

TWENTY-SECOND DEFENSE

This Defendant incorporates by reference the affirmative defenses asserted by the other Defendants in this case to the extent the same are applicable to this Defendant.

JURY DEMAND

This Defendant demands a jury trial on all issues.

Respectfully submitted,

s/ Matthew W. Robinett
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CERTIFICATE OF SERVICE

I hereby certify that on March 10, 2008, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following: Michael Guy Holton, Spence A. Singleton, Robert E. Poundstone, IV, John D. Bond, III, Walter J. Price, III, Edgar M. Elliot, Michael A. Vercher.

s/Matthew W. Robinett
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